

Exhibit B

## LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Li Shaolin

Name: Shaolin Li  
(Printed Name of Employee)

Date: 9/18/00

Witnessed by:

Homer Shuang  
HOMER SHUANG  
(Printed Name of Representative)

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EXHIBIT B

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is here by acknowledged, Assignor hereby sells, assigns, transfers and conveys to John Nicholas Gross ("Purchaser"), its designees, successors, assigns, and legal representatives, Assignor's entire right, title, and interest in and to U.S. patent No. 5,781,788, provisional patent application no. 60/358,928, all non-provisional applications, divisions, continuations, and renewals thereof, all foreign patents which may be granted on any foreign applications corresponding thereto, all reissues and extensions thereof, all proceeds therefrom including but not limited to, all license royalties and/or damages and proceeds of infringement suits, and any and all causes of action for past, present, and future infringement of any of the above U.S. and foreign patents or relating to any inventions or discoveries described therein, including the right to collect damages for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns, and legal representatives, each and every of the foregoing rights, titles, and interests herein assigned to be held and enjoyed by Purchaser, its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at SUNNYVALE, CA this 15TH day of January 2003.

EPOGY COMMUNICATIONS, INC.

Signature: *J. Chang*

Print Name/Title: PRESIDENT & CEO

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